

§58-44-15

## CH. 58. INSURANCE

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STANDARD FIRE INSURANCE POLICY for Alabama, Alaska, Arizona; Arkansas; Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Michigan, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin and Wyoming.

| NO.<br>[RENEWAL OF NUMBER]   | TYPE OF COMPANY                                |   |                         |                             |
|--|--|---|-------------------------|-----------------------------|
| Inured's<br>Name<br>and<br>Mailing<br>Address<br>Policy<br>Term:   | SPACE FOR COMPANY NAME, INSIGNIA, AND LOCATION | SPACE FOR<br>PRODUCER'S NAME AND<br>MAILING ADDRESS |                         |                             |
|  | Inception (Mo. Day Yr.)                        | Expiration (Mo. Day Yr.)                            | Years                   |                             |
| <p>It is important that the written perils of all policies covering the same property read exactly alike. If they do not, they should be made identical in this policy. INSURANCE IS PROVIDED AGAINST ONLY THOSE PERILS AND FOR ONLY THOSE COVERAGES INDICATED BELOW, BY A PREMIUM CHARGE AND AGAINST OTHER PERILS AND FOR OTHER COVERAGES ONLY WHEN ENDORSED HEREON OR ADDED HERETO.</p>  |  |   |                         |                             |
| Item No. Show address (No., Street, City, County, State) and name and occupancy of building(s) covered or containing property insured. If occupied as a dwelling state if building is a seasonal or farm dwelling, if commercial state exact nature of product (and whether manufacturer, wholesaler or retailer) or the service or activity involved.   | DESCRIPTION AND LOCATION OF PROPERTY COVERED   |   |                         | Dwelling Business Only      |
|  | Pre-<br>vention Class                          | No. of<br>Families                                  | Feet<br>From<br>Hydrant | Miles<br>From<br>Fire Dept. |
| 1.   |  |   |                         |                             |
| Item No. PERILS INSURED AGAINST AND COVERAGE PROVIDED (INSERT NAME OF EACH)  | Per Cent of Co-Insurance Applicable            | Deductible Amount                                   | Amount of Insurance     | Rate                        |
| 1. FIRE AND LIGHTNING EXTENDED COVERAGE  |  | \$ XXXXXX   |                         | \$                          |
| TOTAL(S) \$  |  |   |                         | \$                          |
| TOTAL PREMIUM FOR POLICY TERM PAID IN INSTALLMENTS \$  |  |   |                         |                             |
| Subject to Form Note. (INSERT FORM NUMBER(S) AND EDITION DATE(S)) Attached hereto.   |  |   |                         |                             |
| Mortgage Clause: Subject to the provisions of the mortgage clause attached hereto, loss, if any, on building items, shall be payable to: (INSERT NUMBER) OF MORTGAGEE(S) AND MAILING ADDRESS(E'S)  |  |   |                         |                             |
| <p>Countersignature Date      Agency at      Agent<br/> <b>IN CONSIDERATION OF THE PROVISIONS AND STIPULATIONS HEREIN OR ADDED HERETO</b><br/>         AND OF the premium above specified, this Company, for the term of years specified above from Inception date shown above At Noon (Standard Time), to expire the date shown above At Noon (Standard Time) at location of property involved, to an amount not exceeding the amount(s) above specified, does insure the insured named above and legal representatives, to the extent of the actual cash value of the property, at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured against all DIRECT LOSS BY FIRE, LIGHTNING AND BY REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED, to the property described herein while located or contained as described in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.</p> <p>Assignment of this policy shall not be valid except with the written consent of this Company.</p> <p>This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.</p> |  |   |                         |                             |

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ART. 44. FIRE INSURANCE POLICIES

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ATTACH FORM BELOW THIS LINE

1 **Concealment, 84 relating to the interests and obligations of such mortgagee may**  
 2 **fraud.** 85 be added hereto by agreement in writing.  
 3 **This entire policy shall be void if, whether 86 Pro rata liability. This Company shall not be liable for a greater**  
 4 **material fact or circumstance concerning this insurance or the 87 proportion of any loss than the amount**  
 5 **subject thereof, or the interest of the insured therein, or in case 88 hereby insured shall bear to the whole insurance covering the**  
 6 **of any fraud or false swearing by the insured relating thereto,** 89 property against the peril involved, whether collectible or not,  
 7 **Uninsurable 90 Requirements. In** The insured shall give immediate written  
 8 **This policy shall not cover accounts, bills, 91 notice to this Company of any loss, protect**  
 9 **and currency, deeds, evidences of debt, money or 92 the property from further damage, forthwith**  
 10 **excepted property, nor, unless specifically named 93 separate the damaged and undamaged personal property, put**  
 11 **hereon, in writing, bullock or manuscripts.** 94 it in the best possible order, furnish a complete inventory of  
 12 **Perils not 95 the destroyed, damaged and undamaged property, showing in**  
 13 **included.** 96 detail quantities, costs, actual cash value and amount of loss  
 14 **This Company shall not be liable for loss by 97 claimed; and within sixty days after the loss, unless such time**  
 15 **fire or other perils insured against. In this 98 is extended in writing by this Company, the insured shall render**  
 16 **policy caused, directly or indirectly, by (a) 99 to this Company a proof of loss, signed and sworn to by the**  
 17 **enemy attack by armed forces, including action taken by mili- 100 insured, stating the knowledge and belief of the insured as to**  
 18 **tary, naval or air forces in resisting an actual or an immediately 101 the following: the time and origin of the loss, the interest of the**  
 19 **impending enemy attack; (b) invasion; (c) insurrection; (d) 102 insured and of all others in the property, the actual cash value of**  
 20 **rebellion; (e) revolution; (f) civil war; (g) usurped power; (h) 103 each item thereof and the amount of loss thereon, all encum-  
 21 **order of any civil authority except acts of destruction at the time 104 brances thereon, all other contracts of insurance, whether valid**  
 22 **such fire did not originate from any of the perils excluded 105 or not, covering any or said property, any changes in the title, use, occupation, (c) possession or exposures of said prop-**  
 23 **by this policy; (i) neglect of the insured to use all reasonable 106erty since the issuing of this policy, by whom and for what**  
 24 **means to save and preserve the property at and after a loss or 107 purpose any building, herein described and the several parts**  
 25 **when the property is endangered by fire. In neighboring prem- 108 thereof were occupied at the time of loss and whether or not it**  
 26 **ises; (j) nor shall this Company be liable for loss by theft.** 109 then stood on leased ground, and shall furnish a copy of all the  
 27 **Other Insurance. Other insurance may be prohibited or the 110 descriptions and schedules in all policies and, if required, verified**  
 28 **amount of insurance may be limited by en- 111 plans and specifications of any building, fixtures or machinery**  
 29 **dorsement attached hereto.** 112 destroyed or damaged. The insured, as often as may be reason-  
 30 **Conditions suspending or restricting Insurance. Unless other- 113 ably required, shall exhibit to any person designated by this**  
 31 **wise provided in writing added hereto this Company shall not 114 Company all that remains of any property herein described, and**  
 32 **be liable for loss occurring 115 submit to examinations under oath by any person named by this**  
 33 **(a) while the hazard is increased by any means within the con- 116 Company, and subscribe the same; and, as often as may be**  
 34 **trol or knowledge of the insured; or 117 reasonably required, shall produce for examination all books of**  
 35 **(b) while a described building, whether intended for occupancy 118 account, bills invoices and other vouchers, or certified copies**  
 36 **by owner or tenant, is vacant or unoccupied beyond a period of 119 thereof, if originals be lost, at such reasonable time and place as**  
 37 **sixty consecutive days; or 120 may be designated by this Company or its representative, and**  
 38 **(c) as a result of explosion or riot, unless fire ensue, and in 121 shall permit extracts and copies thereof to be made.**  
 39 **Other perils. Any other peril to be insured against or sub- 122 Appraisal. In case the insured and this Company shall**  
 40 **ject of insurance to be covered in this policy 123 fail to agree as to the actual cash value or**  
 41 **shall be by endorsement in writing hereon or 124 the amount of loss, then, on the written demand of either, each**  
 42 **added hereto. The extent of the application of insurance 125 shall select a competent and disinterested appraiser and notify**  
 43 **under this policy and of the contribution to 126 the other of the appraiser selected within twenty days of such**  
 44 **be made by this Company in case of loss, and any other pro- 127 demand. The appraisers shall first select a competent and dis-**  
 45 **vision or agreement not inconsistent with the provisions of this 128 interested umpire; and failing for fifteen days to agree upon**  
 46 **policy, may be provided for in writing added hereto, but no pro- 129 such umpire, then, on request of the insured or this Company,**  
 47 **vision may be waived except such as by the terms of this policy 130 such umpire shall be selected by a judge of a court of record in**  
 48 **is subject to change.** 131 the state in which the property covered is located. The ap-  
 49 **Waiver. No permission affecting this insurance shall 132 praisers shall then appraise the loss, stating separately actual**  
 50 **exist, or waiver of any provision be valid, 133 cash value and loss to each item; and, failing to agree, shall**  
 51 **unless granted herein or expressed in writing 134 submit their differences, only, to the umpire. An award in writ-**  
 52 **added hereto. No provision, stipulation or condition shall be 135 ing, so itemized, of any two when filed with this Company shall**  
 53 **held to be waived by any requirement or proceeding of the part 136 determine the amount of actual cash value and loss. Each**  
 54 **of this Company relating to appraisal or to any examination 137 appraiser shall be paid by the party selecting him and the ex-**  
 55 **provided for herein.** 138 penses of appraisal and umpire shall be paid by the parties**  
 56 **Cancellation. This policy shall be cancelled at any time 139 equally.**  
 57 **at the request of the insured, in which case 140 Company's. It shall be optional with this Company to**  
 58 **this Company shall, upon demand and sur- 141 take all, or any part, of the property at the**  
 59 **render of this policy, refund the excess of paid premium above 142 options. agreed or appraised value, and also to re-**  
 60 **the customary short rates for the expired time. This pol- 143 pair, rebuild or replace the property destroyed or damaged with**  
 61 **icy may be cancelled at any time by this Company by giving 144 other of like kind and quality within a reasonable time, on giv-**  
 62 **a five days' written notice of cancellation to the 145 ing notice of its intention so to do within thirty days after the**  
 63 **insured, or without tender of the excess of paid premium above the pro- 146 receipt of the proof of loss herein required.**  
 64 **rata premium for the expired time, which excess, if not ten- 147 Abandonment. There can be no abandonment to this Com-**  
 65 **dered, shall be refunded on demand. Notice of cancellation shall 148 pany of any property.**  
 66 **state that said excess premium (if not tendered) will be re- 149 When loss. The amount of loss for which this Company**  
 67 **funded on demand.** 150 payable, may be liable shall be payable sixty days  
 68 **Mortgage. If loss hereunder is made payable, in whole 151 after proof of loss, as herein provided, is**  
 69 **or in part, to a designated mortgagee or mortgagor, or in part, to a designated mortgagee or mortgagor, 152 received by this Company and ascertainment of the loss is made**  
 70 **named herein as the insured, such interest in 153 either by agreement between the insured and this Company ex-**  
 71 **this policy may be cancelled by giving to such 154 pressed in writing or by the filing with this Company of an**  
 72 **mortgagee a ten days' written notice of can- 155 award as herein provided.**  
 73 **cancellation.** 156 Suit. No suit or action on this policy for the recov-  
 74 **If the insured fails to tender proof of loss such mortgagee, upon 157 ery of any claim shall be sustainable in any**  
 75 **notice, shall render proof of loss in the form herein specified 158 court of law or equity unless all the requirements of this policy**  
 76 **within sixty (60) days thereafter and shall be subject to the pro- 159 shall have been complied with, and unless commenced within**  
 77 **visions herein relating to appraisal and time of payment and of 160 twelve months next after inception of the loss.**  
 78 **bringing suit. If this Company shall claim that no liability ex- 161 Subrogation. This Company may require from the insured**  
 79 **isted as to the mortgagor or owner, it shall, to the extent of pay- 162 an assignment of all right of recovery against**  
 80 **ment of loss to the mortgagee, be subrogated to all the mort- 163 any party for loss to the extent that payment therefor is made**  
 81 **gagor's rights of recovery, but without impairing mortgagee's 164 by this Company.**

In witness Whereof, this Company has executed and attested these presents, but this policy shall not be valid unless countersigned by the duly authorized Agent of this Company at the agency hereinbefore mentioned.

INSERT SIGNATURES AND  
TITLES OF PROPER OFFICERS